



# MEMORANDUM OF AGREEMENT

## NATIONAL AFFILIATION AGREEMENT

between  
**JOBS FOR AMERICA'S GRADUATES, INC.**  
and  
**JAG -VIRGIN ISLANDS**


**THIS AGREEMENT** is entered into on this 24<sup>th</sup> day of October, 2018, by and between the GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF PROPERTY AND PROCUREMENT, on behalf of THE VIRGIN ISLANDS DEPARTMENT OF LABOR AND THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION ("GOVERNMENT") regarding **JOBS FOR AMERICA'S GRADUATES -VIRGIN ISLANDS** (hereinafter referred to as "JAG-VI") and **JOBS FOR AMERICA'S GRADUATES, INC.** (hereinafter referred to as "JAG"). Both collectively referred to as "Parties" or "Agencies." This Agreement constitutes a formal Memorandum of Agreement.

### WITNESSETH

**WHEREAS**, JAG has developed the "JOBS FOR AMERICA'S GRADUATES MODEL" (from now on referred to as the "JAG MODEL") for increasing graduation and GED completion rates of at-risk and disadvantaged youth, both in high school and out of school, and increasing their chances of successfully transitioning from school to careers.

**WHEREAS**, historically the original program operated by the JAG National Network was a school-to-career transition program for high school juniors and seniors conducted in high schools. There are thirty-four states/territories that participate in the JAG nationally recognized the program. The primary mission of this classic JAG Model program is to retain at-risk young people in high school through graduation. Through providing an array of counseling, employability skills development, career association, job development, and job placement services that will result in either a quality job leading to a career after graduation and/or enrollment in a postsecondary education and training program.

**WHEREAS**, The program targets incoming high school juniors and seniors who are believed to be at risk of not completing high school or successfully transitioning into postsecondary schooling or the labor market because of academic, economic, family and personal barriers.

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**WHEREAS**, JAG-VI desires to operate the JAG MODEL in the Virgin Islands (hereinafter referred to as the "State") as an affiliated program known as "**JAG-VI**." JAG-VI is a program jointly operated by the Department of Labor and the Department of Education. These two agencies share fiscal and oversight responsibility for the program.


**WHEREAS**, the conduct of an affiliated program, such as **JAG-VI**, is subject to a periodic accreditation process by JAG and compliance with the JAG standards and best practices contained in the JAG MODEL. Each state or territory is the affiliate arm of the National JAG program, which includes the JAG name in the title; for example, Iowa-JAG, Inc., Jobs for Mississippi Graduates, Inc., etc.)

**WHEREAS**, the **JAG-VI**, consists of a team which includes: one person that serves as a Council of State Affiliates (which is currently being filled by the Virgin Islands Department of Labor's Territorial Project Coordinator), four teachers, called JAG Specialists, who are trained annually in JAG Curriculum (there is one teacher per public high school), and a Program Coordinator.


**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the Parties hereto do contract and agree as follows:

## **1. DEFINITION OF CERTAIN TERMS**

- 1.1 The term "Jobs for America's Graduates (JAG) Model Books" refers to the handbooks, curriculum modules, related materials, and revisions thereof, or succeeding documents, that are identified with the JAG MODEL as JAG may produce from time to time.
- 1.2 The term "JAG Model" refers to the standards and best practices that have been tested, researched, and continuously updated by JAG.
- 1.3 The term "JAG Program Application" refers to one of the three applications of the JAG Model that a sponsor may choose to implement. An affiliated program must be operating within the standards and best practices of one or more of the JAG Program Applications. As described in the JAG MODEL BOOKS, the JAG Program Applications include:
  - (a) SENIOR PROGRAM APPLICATION (high school seniors plus follow-up);
  - (b) MULTI-YEAR/FIVE-YEAR PROGRAM APPLICATION (students in grades 9, 10, 11 or 12); and
  - (c) OUT-OF-SCHOOL/DROPOUT RECOVERY PROGRAM APPLICATION (youth who have left the education system).

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## 2. APPOINTMENT AS SPONSOR

- 2.1 JAG hereby appoints the **JAG-VI** as Sponsor of the JAG MODEL in the State for the term of this Agreement.
- 2.2 The **JAG-VI** hereby accepts this appointment and recognizes that its appointment and status as a sponsor of the JAG MODEL are expressly subject to its demonstrated commitment to conducting the affiliated program in conformity to the JAG MODEL and its compliance with the terms and conditions of this Agreement.
- 2.3 This appointment is expressly limited to the **JAG-VI** conduct of the JAG MODEL at those sites as JAG exclusively may determine.

## 3. SPONSORSHIP REQUIREMENTS


As Sponsor of the JAG MODEL, **JAG-VI** shall comply with the following requirements:

- 3.1 Conduct of the Affiliate Program. **JAG-VI** shall conduct the JAG-VI program in conformity to the JAG MODEL, as promulgated by JAG in the JAG MODEL BOOKS and/or by notice to the **JAG-VI**.
- 3.2 Affiliate Program Accreditation. **JAG-VI** appointment as Sponsor of the JAG MODEL is expressly conditioned upon JAG's periodic accreditation of the affiliate program sponsored by **JAG-VI**. Such accreditation is subject to **JAG-VI** conformity to the JAG MODEL, as promulgated by JAG in the JAG MODEL BOOKS and/or by notice to **JAG-VI**.
- 3.3 Research. **JAG-VI** shall cooperate with research activities carried out by JAG in connection with the continuous testing and strengthening of the JAG MODEL. At a minimum, such cooperation shall include the implementation of the JAG National Data Management System (NDMS) in each local school at the direction of **JAG-VI**.
- 3.4 Model Affiliate Program. **JAG-VI** shall be available to serve as a model for the conduct of the JAG MODEL, and **JAG-VI** shall make a reasonable effort to familiarize other organizations with the contents and conduct of the JAG MODEL in the State, subject to the specific limitations provided elsewhere herein.

## 4. ACTIVITIES OF JAG

- 4.1 Monitoring Affiliate Program Conduct and Performance. JAG shall monitor the conduct and performance of the JAG Model by **JAG-VI**. To promote the goals of the JAG MODEL, JAG shall provide **JAG-VI** with assistance in the following areas:

(a) staff selection and training:

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- (b) financial and personnel management;
- (c) curriculum and program development;
- (d) computerized data management system;
- (e) public information and affairs; and
- (f) other areas identified by JAG.

- 4.2 Affiliate Program Accreditation. JAG shall conduct accreditation activities in accordance with the JAG MODEL, as promulgated by JAG in the JAG MODEL BOOKS and/or by notice to **JAG-VI**.
- 4.3 Research. JAG shall conduct research activities in accordance with acceptable research practices and will take into account any specific interests of the **JAG-VI**.
- 4.4 National Leadership. JAG shall monitor the activities of **JAG-VI** and other sponsor organizations that are authorized to conduct the JAG MODEL.
- 4.5 Professional Development. JAG shall provide training opportunities on an annual basis, including the Management Development Institute and National Training Seminar, for the management and staff of sponsor organizations. JAG expects representatives of **JAG-VI** to participate in these annual training programs in order to maintain compliance with the JAG MODEL and to stay abreast of JAG best practices.

## 5. OPERATING COSTS

The affiliation fee is thirty thousand and 00/100 Dollars (\$30,000) per year for the 2016-2017 school year, thirty-three thousand, seventy five and 00/100 Dollars (\$33,075) per year for the 2017-2018 school year and thirty thousand and 00/100 Dollars (\$30,000) for the 2018-2019 school year. The dates of each school year run from July 1st to June 30th, and the fee is payable upon receipt of invoice, which is typically in May.

## 6. USE OF NAMES AND TERMS

- 6.1 Trademark. JAG has reserved all rights in the mark "**Jobs for America' Graduates**" and the associated logo, pending issuance of a trademark for the same.
- 6.2 License. JAG hereby grants a license to **JAG-VI** for the term of this Agreement for the use of the mark "Jobs for America's Graduates" consistent with the goals of the JAG MODEL. This license may be revoked by JAG, with 30 days' notice to JAG-VI, upon a determination by JAG that **JAG-VI** use of the aforesaid mark is not consistent with the purposes of the Agreement.
- 6.3 Covenant Against Use. **JAG-VI** covenants that upon termination of this Agreement or revocation of the license provided in paragraph 5 of this Agreement, it will not use the following names or terms: "Jobs for America's Graduates", "Jobs for High School

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Graduates", or "JAG- Virgin Islands", or any variation of the foregoing which implies an association with the JAG MODEL.

## 7. USE OF JAG MODEL MATERIALS


- 7.1 JAG MODEL BOOKS and Curriculum Modules. JAG will make available to **JAG-VI** certain model books, curriculum modules, or other documents or compilations of data that are identified with the JAG MODEL or with operations under the JAG MODEL. JAG authorizes **JAG-VI** to use such materials for activities that further the goals of the JAG MODEL, as may be determined by JAG. JAG copyrighted materials are not authorized for use except by Sponsors that are in full compliance with this Agreement.
- 7.2 Delivery of JAG Model Books. JAG shall provide **JAG-VI** with one set of JAG Model Books for each site where the affiliated program is conducted in the Virgin Islands. Moreover, this single set of materials shall be delivered in an electronic format. **JAG-VI** is responsible for costs related to the purchase of any additional sets of JAG Model Books beyond the single set provided by JAG for each site.
- 7.3 Public Access. Consistent with paragraph 1 of this Agreement, **JAG-VI** shall make the materials described above reasonably available to other organizations for inspection and review. This obligation shall not extend, however, to budgetary or research data, or to the names or social security numbers of program participants, if the disclosure of such information is prohibited by law or if JAG and **JAG-VI** agree that such disclosure would be contrary to the goals of the JAG MODEL.

## 8. GENERAL TERMS AND CONDITIONS

8.1 Entire Agreement and Modification. This Agreement constitutes the entire agreement between JAG and **JAG-VI** and supersedes any prior agreement to implement the JAG MODEL and for other purposes, as well as all prior and contemporaneous agreements, understanding, negotiations and discussions whether oral or written, and there are no representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to it to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

8.2 Applicable Law and Forum. This Agreement shall be governed by the laws of the Virgin Islands without regards to conflict of law principles. Any and all suits for the enforcement of this agreement or arising from any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

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8.3 Third Parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective legal representatives, successors, and assigns.

8.4 Notices. All notices which any party hereto is required to or desires to send to another party, shall be in writing delivered or mailed to the party, shall be in writing delivered or mailed to the party at the following address, or such address as may be changed from time to time by notice in accordance with this paragraph.

**JAG-VI**


**Sharon A. McCollum, Ph.D.**  
**Commissioner**  
Department of Education  
1834 Kongens Gade  
St. Thomas, U.S. Virgin Islands 00802  
Telephone: (340) 774-0100  
Fax: (340) 779-7153

**Averil George**  
**Acting Commissioner**  
Department of Labor  
2353 Kronprindsens Gade  
St. Thomas, VI 00802  
Tel 340-776-3700  
Fax 340-774-5908

**Lizette Llanos**  
**Council of State Affiliates**  
Department of Labor  
JAG-VI  
2353 Kronprindsens Gade  
St. Thomas, VI 00802  
Tel 340-776-3700  
Fax 340-774-5908

**JAG**

**Kenneth M. Smith**  
**President/CEO**  
Jobs For America's Graduates, Inc.  
1729 King Street Suite 100  
Alexandria, VA 22314  
Tel 703-706-9645

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## 9. TERM AND TERMINATION

9.1 Term. This Agreement shall be effective July 1, 2016, and will terminate on June 30 2019.

9.2 Renewal Term. The term of this Agreement may be renewed for an additional two (2) years unless either JAG or JAG-VI gives notice of non-renewal no later than one hundred twenty (120) days before the conclusion of the initial term.

9.3 Termination. This Agreement may be terminated by either party upon one-hundred twenty (120) days' notice to the other party.

9.4 Survival of Covenants. JAG-VI covenants outlined in paragraph 6.3 of this Agreement shall survive expiration or termination of this Agreement.

## 10. PROFESSIONAL STANDARDS

10.1 JAG, agrees to maintain the professional standard applicable to its profession and consultants doing business in the United States Virgin Islands. Licensed and registered in Alexandria, VA

## 11. RECORDS

11.1 JAG when applicable or when requested, will present documented, precise records of time and/or money expended under this Contract.

## 12. LIABILITY OF OTHERS

12.1 Nothing in this Agreement shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by JAG as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of JAG of whatsoever nature, including but not limited to unemployment insurance and social security taxes for JAG, its servants, agents or independent contractors.

## 13. INDEMNIFICATION

13.1 JAG agrees to indemnify, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, and expenses (including attorney's fees) and causes of action of whatsoever character which

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Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by JAG under this Contract and arising from any cause, except the sole negligence of the Government.

#### **14. WAIVER AND AMENDMENTS**

No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any terms, conditions or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing and writings.

#### **15. CONDITION PRECEDENT**

This Agreement shall be subject to the availability and appropriation of funds and to the approval of the Governor of the U.S. Virgin Islands.

#### **16. CONFLICT OF INTEREST**

16.1 JAG covenants that it has no interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this Agreement.

a) Contractor further covenants that it is:

1) Not a territorial officer or employee (i.e. the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislature, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

2) A territorial officer or employee and, as such has:


i. Familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

ii. Not made, negotiated or influenced this contract, in its official capacity;

iii. No financial interest in the contract as that term is defined in section 1101(1) of said Code chapter.

#### **17. LICENSURE**

JAG covenants that it has:

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- a) Obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
- b) Familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

#### **18. FALSE CLAIMS**

JAG warrants that it shall not, with respect to this Agreement, make, or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Agreement acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

#### **19. NOTICE OF FEDERAL FUNDING**

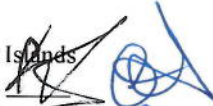
JAG acknowledges that this Agreement is funded, in whole or in part, by federal funds. JAG warrants that it shall not, with respect to this Agreement, make, or present any claim knowing such claim to be false, fictitious, or fraudulent claim is a federal offense.

#### **21. DEBARMENT CERTIFICATION**

By execution of this Agreement, JAG certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. JAG shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCURMENT". In the event JAG or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, JAG or subcontractor agrees that it shall not be entitled to payment for any work performed under this Agreement or any subcontract and that JAG or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

#### **22. NON DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement on account of race, creed, color, sex, religion, national origin or handicap.

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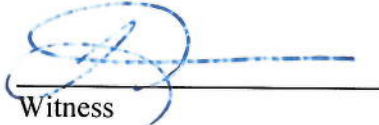
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IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and year indicated.

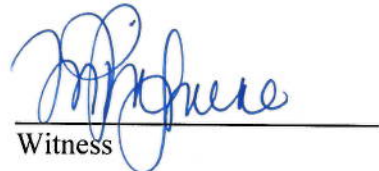
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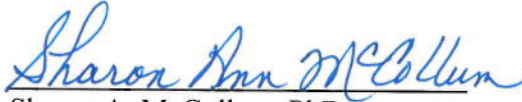
GOVERNMENT OF THE U.S. VIRGIN ISLANDS

  
Witness

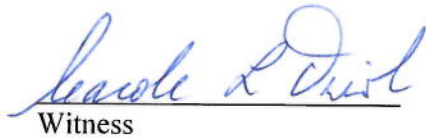
  
Averil George  
Acting Commissioner  
V.I. Department of Labor


  
Date

  
Witness

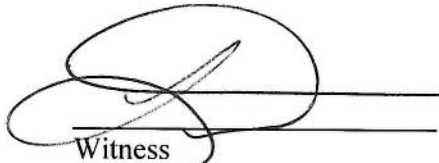
  
Sharon A. McCollum, PhD.  
Commissioner  
V.I. Department of Education

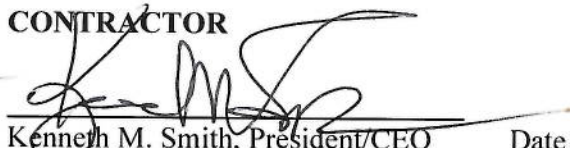
  
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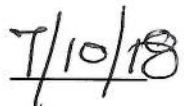
  
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Lloyd T. Bough, Jr.  
Commissioner  
V.I. Department of Property & Procurement


  
Date

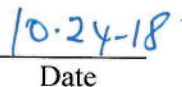
  
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CONTRACTOR  
  
Kenneth M. Smith, President/CEO  
Jobs For America's Graduates, Inc.

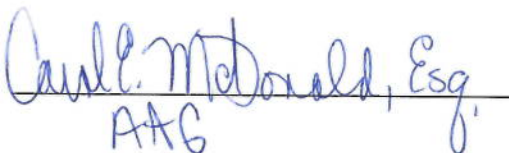
  
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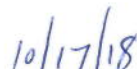

APPROVED:

  
KENNETH E. MAPP  
GOVERNOR OF THE VIRGIN ISLANDS


  
Date

APPROVED FOR LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE:

  
AAG

  
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